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AT SEATTLE
 CLERK U.S. DISTRICT COURT
 WESTERN DISTRICT OF WASHINGTON
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UNITED STATES DISTRICT COURT
 WESTERN DISTRICT OF WASHINGTON
 AT SEATTLE

AMAZON.COM,

Plaintiff,

v.

CHRISTOPHER J ZYDA,

Defendant.

NO **CO1-1448** R
 COMPLAINT

Plaintiff Amazon com, by and through its counsel, alleges as follows:

I. JURISDICTION AND VENUE

1. Plaintiff Amazon com is a Delaware corporation having its principal place of business in the State of Washington and is therefore a citizen of Washington and Delaware. Upon information and belief, defendant Christopher Zyda (hereinafter "Mr. Zyda") is domiciled in Cupertino, California and is a citizen of California.

U.S. DISTRICT COURT
 WESTERN DISTRICT OF WASHINGTON
 AT SEATTLE

CV 01-01448 #00000001

3 Plaintiff Amazon.com is the nation's most widely recognized on-line
retailer.

III. BACKGROUND

6. Throughout his three years of employment with Amazon com, Mr. Zyda had high-level access to some of Amazon com's most confidential proprietary and trade secret information. This information is not generally available to those outside of Amazon.com, and even within the company was accessible only by a limited number of senior executives. As a result of his position, Mr. Zyda, was—and is—uniquely and intimately familiar with Amazon.com's most confidential financial data.

1 financial plans, cost and pricing information for both vendors and customers, and the
2 company's short and long-term business strategies
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4 7. When he joined Amazon com, Mr Zyda executed a Confidentiality
5 Noncompetition and Invention Assignment Agreement ("Confidentiality Agreement")
6 on or about May 20, 1998 Pursuant to Section 2 of the Confidentiality Agreement,
7 Mr. Zyda agreed, *inter alia*, that he would not use or disclose Amazon.com's
8 Confidential Information Pursuant to Section 3 of the Confidentiality Agreement,
9 Mr Zyda further agreed, that during the period of his employment and for 18 months
10 following his employment, he would refrain from working for a competing business
11 and from soliciting, directly or indirectly, Amazon com's customers
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20 8. Pursuant to Section 8 of the Confidentiality Agreement, Mr Zyda
21 agreed that Washington law would apply to resolve any disputes arising under the
22 Agreement. Mr Zyda also consented to the exclusive jurisdiction of the state and
23 federal courts in King County, Washington, in connection with any action relating to
24 the Confidentiality Agreement
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30 9. eBay competes directly with Amazon.com for consumers and sellers
31 who use the Internet to purchase and sell new and used retail goods.
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34 10 Mr Zyda's employment as a high-level financial officer with eBay (a)
35 would violate the Confidentiality Agreement; (b) threatens a misappropriation of
36 Amazon.com's confidential information and trade secrets, (c) would provide eBay
37 with an unfair advantage in competing with Amazon com, and (d) would threaten
38 immeasurable harm to Amazon com through, among other things, potential loss of
39 market share
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1 11. Mr Zyda possesses skills and work experience beyond the Internet
2 commerce industry. Excellent employment opportunities exist for Mr Zyda with
3 companies that do not compete with Amazon com and to whom Amazon.com's
4 confidential information is not of any utility.
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10 **FIRST CLAIM FOR RELIEF**
11 **Breach of Contract/Noncompetition Obligations**

12 12. The allegations contained in paragraphs 1 to 11 are incorporated herein.
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14 13. In exchange for valid consideration, Mr Zyda entered into the
15 Confidentiality Agreement with Amazon com Therein, he promised that he would
16 not accept employment with a competing business of Amazon.com for a period of 18
17 months after terminating his employment Amazon com has performed its obligations
18 under the Confidentiality Agreement.
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24 14. Mr Zyda has accepted employment with eBay, a direct competitor of
25 Amazon com, in violation of his noncompetition obligations under the Confidentiality
26 Agreement.
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30 15. As a consequence of this breach of contract, Amazon.com will suffer
31 irreparable harm if Mr Zyda is not enjoined from working for eBay
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35 **SECOND CLAIM FOR RELIEF**
36 **Breach of Contract and Washington Common Law/Confidentiality**
37 **Obligations**

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39 16 The allegations contained in paragraphs 1 to 15 are incorporated herein.
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41 17. In exchange for valid consideration, Mr. Zyda entered into the
42 Confidentiality Agreement with Amazon com Therein, Mr. Zyda promised, among
43 other things, that he would refrain from ever using or disclosing Amazon com's
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1 confidential information outside his employment with Amazon.com Amazon.com
2 has performed its obligations under the Confidentiality Agreement.
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4 18 During his employment with Amazon.com, Mr Zyda had access to
5 confidential information belonging to Amazon.com. Mr. Zyda learned of this
6 confidential information within the context of his confidential relationship with
7 Amazon.com. Mr. Zyda's high-level position with eBay will require him to use and/or
8 disclose Amazon.com's confidential information
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10 19. This use and/or disclosure will proximately cause injury to Amazon.com
11 in violation of the Confidentiality Agreement and Washington law If this threatened
12 breach of confidentiality is not enjoined, Amazon.com will suffer irreparable harm.
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14 **THIRD CLAIM FOR RELIEF**
15 **Misappropriation of Trade Secrets**
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17 20. The allegations contained in paragraphs 1 to 19 are incorporated herein.
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19 21 During his employment with Amazon.com, Mr Zyda had access to
20 trade secrets belonging to Amazon.com. Mr. Zyda's employment with eBay as a high-
21 level financial officer threatens a misappropriation of Amazon.com's trade secrets,
22 thereby proximately causing injury to Amazon.com in violation of the Uniform Trade
23 Secrets Act, Chapter 19 108 RCW.
24

25 22. If this threatened misappropriation is not enjoined, Amazon.com will
26 suffer irreparable harm
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28 **RELIEF REQUESTED**
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30 WHEREFORE, plaintiffs pray for relief against defendant as follows:
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32 A. An injunction prohibiting defendant Christopher Zyda from
33 commencing employment with eBay or any other competitor of plaintiff.
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1 B. Judgment against defendant for all actual and consequential damages as
2 may be provided by law, including attorneys' fees.
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4 C. For such other and further relief as this Court deems just and proper
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6 DATED this 17th day of September, 2001.
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10 **PERKINS COIE LLP**

11 By 
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15 Jeffrey A. Hollingsworth, WSBA #11853
16 James Sanders, WSBA #24565
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19 **AMAZON.COM**

20 David A Zapolsky, WSBA #22451
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23 Attorneys for Amazon.com
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VERIFICATION

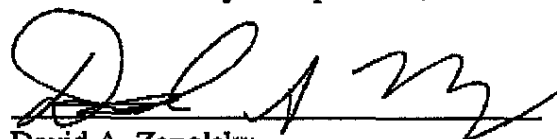
I, David Zapolsky declare:

1. I am Associate General Counsel-Litigation of Amazon.com, a corporation organized and existing under the laws of the State of Delaware, which is the plaintiff in the above-entitled action, and I have been authorized to make this verification on its behalf.

2. I have read the foregoing Complaint on file herein and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

EXECUTED at Seattle, Washington on the 17th day of September, 2001.


David A. Zapolsky